APPENDIX II.

Form of Agreement.

This agreement, executed this day.....

2 That I/We, the said.....do hereby agree and bind myself/ourselves, heirs and successors and assignees to supply the articles intended for and deliver the same at the Government Distillery, Mandya.

3. That the sum of Rs.....deposited with my/our tender may be held as security for the due fulfilment of my/our contract.

4. That in case of failure to deliver the articles within the due date mentioned in the order memo, the Distillery Officer shall be at liberty to cancel the contract and forfeit the amount deposited by me/us. Further, I/We bind myself/ourselves to pay such compensation as may be determined by the Officer in charge of the Distillery and Transport Arrangements, for any loss that the Government may sustain by my/our failure to supply the articles as agreed to by me/us.

Signature of the Contractor or Contractors.

Witness :—

(1)

(2)

OFFICE OF THE DEPUTY COMMISSIONER (EXCISE DEPARTMENT), SHIMOGA DISTRICT.

*Notification No. E*1-171—39-40, *dated* 10*th May* 1940.

The attention of all concerned is invited to this Office Notification No. E1-171—39-40, dated 26th April 1940 (detailed) published in page 1055 of Part VI of the *Mysore Gazette*, dated 9th May 1940, calling for tenders for certain Excise shops of Thirthahalli, Channagiri, Sorab, Shikarpur and Sagar Taluks of Shimoga District.

The latest date for receiving tenders is fixed at 2 P.M. on 25th May 1940.

---

*Abstract Notification No. E*1-298—39-40, *dated* 17*th May* 1940.

The attention of all concerned is invited to the detailed notification No. E1-298—39-40, dated 23rd April 1940, published in the *Mysore Gazette*, dated 16th May 1940, Part VI, page 1107 to 1109, calling for tenders for carrying country spirits in motor lorries from Shimoga Railway Station to the several bonded depots of Shimoga and Kadur Districts.

The latest time for receiving tender is 2 P.M. on 25th May 1940.

Abstract Notification No. E1-171—39-40, *dated* 17*th May* 1940.

The attention of the public is invited to the notification No. E1-171—39-40, dated 7th May 1940, published in the *Mysore Gazette*, dated 16th May 1940, Part VI, page 1110, regarding the auction sale of Excise privileges of certain arrack and special liquor shops of Tirthahalli Taluk, commencing from 2 P.M. on 27th May 1940.

M. SESHADRI,
Deputy Commissioner.

OFFICE OF THE GOVERNMENT WOOD PRESERVATION PLANT, BHADRAVATI.

Notification dated 18*th May* 1940.

Sealed tenders will be received in the Office of the Government Wood Preservation Plant, Bhadravati, up to 2 P.M. on the 10th June 1940, for the purchase of 20 second-hand Empty Oil Barrels of 40 to 45 gallons capacity, 40 steel drums of 6 and 40 gallons capacity, and 30 wooden boxes and cases.

2. The tenders should be sent in sealed covers and superscribed "Tenders for the purchase of second-hand Empty Oil Barrels, etc."

3. A sum of Rs. 25 in currency notes should be sent along with the tender as earnest money deposit or the amount should be remitted to any Government Treasury in the State under the head "11. Forest 3. Wood Preservation Plant—1. Gross Receipts Deposits," and the Treasury Receipt should accompany the tender. No tender will be considered without the earnest money deposit.

4. The tender will be opened by the undersigned at about 3 P.M. on 10th June 1940 in the presence of as many tenderers as may choose to attend.

5. The rates quoted must be for each barrel, each drum and each box or case separately.

6. Final acceptance of the tender rests with the Conservator of Forests, Shimoga, who does not bind himself to accept the highest or any tender or assign any reason whatever for the rejection of any tender.

7. The name of the successful tenderer will be intimated in due course.

8 With in eight days from the date of intimation of the acceptance of the tender, the successful tenderer will pay into the Government Treasury the full value of the barrels including the earnest deposit referred to in para 3, *supra* and will make his own arrangements for the transport of the barrels after producing the treasury receipt.

9. Any default in not remitting the value of barrels into the treasury, within the period referred to in para 8, *supra* will involve the cancellation of the tender and the forfeiture of the earnest money to Government. Further, the barrels referred to above will be sold at the risk of the tenderer who will be liable for any loss that may accrue to be recovered as an arrear of land revenue.

10. If the barrels, etc., are not removed within eight days on payment as referred to in para 8, *supra* the same will be lying in the Plant area at the risk of the purchaser and the Plant will not be responsible for the damage or loss of barrels.

11. The earnest money of the unsuccessful tenderers will be returned by means of cheques on Tarikere Taluk Treasury in due course.

The barrels, etc., may be inspected during Plant hours.

D. A. RAMA RAO,
Officer-in-charge.

OFFICE OF THE ASSISTANT DIRECTOR OF AGRICULTURE, CHITALDRUG CIRCLE, CHITALDRUG.

Notification dated 18th May 1940.

It is hereby notified that sealed tenders will be received by the undersigned up to 2 P.M. on Monday the 10th June 1940, for transporting articles such as implements, seeds and manures and miscellaneous articles to Babbur Farm and other Agricultural depots in the District from Chitaldrug Railway Station and the Agricultural Depot, Chitaldrug during 1940-41.

Tenders should be addressed to the Assistant Director of Agriculture, Chitaldrug Circle, Chitaldrug, in a sealed cover and superscribed as "Tender for Carting Contract." The name of the tenderer should also be superscribed on the top of the cover.

Each tender must be accompanied by a deposit of Rs. 50 in currency notes. Earnest money of the successful tenderer will be retained as security deposit for due fulfilment of the contract.

The tenders will be opened in the presence of the tenderers who wish to be present on 10th June 1940 at Chitaldrug. The final acceptance of the tender will rest with the Director of Agriculture, Bangalore, who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any.

The deposits received from unsuccessful tenderers will be returned to them at their cost.

The specific rate should be given for each time in the schedule accompanying the tender. The rates quoted must be per mile for a cartload containing a minimum of 40 Mds.

Articles which are intended to Babbur Farm must be delivered on the Farm itself and not at the Hiriyur Depot even though the consignments may be less than a cartload. If, however, consignments meant for the Farm are delivered at Hiriyur Depot, carthire if any, paid by the Farm will be deducted from such consignments.

No amount will be paid to the contractor till he produces the voucher in the proper form. He should be prepared to meet the railway freight on consignments which are to be booked and on consignments which are received at Chitaldrug from various institutions payment of which will only be made on production of railway general receipts and other receipts. If however, the railway freight to be met is above Rs. 25, arrangements will be made to advance the amount required and he should produce the vouchers immediately after taking delivery and booking the consignments.

The contractor should go over to office every day and enquire whether there are any consignments to be booked or any railway receipts for taking delivery of consignments. Immediately after taking delivery of consignments he should arrange to take them to the intended places without the least possible delay and he will be responsible for any loss, shortage, etc., during the transit.

On consignments which are received in small bags weighing below 40 maunds and which are less than a cartload, carthire will be paid according to the discretion of the Agricultural Inspector, Chitaldrug, not exceeding the mileage rates quoted by him and his decision will be final.

While calculating carthire on consignments which are more than 40 maunds, carthire will be paid for the exact quantity carted by rule of proportion.

The contractor should promptly take the railway receipts in time and see that no demurrage charges are incurred. If any demurrage charges have to be paid owing to delay in taking the railway receipts from the office or delay in taking delivery of article at the Railway Station, such charges will be recovered from the contractor.

If consignments are not taken delivery of in time and transmitted in time to the intended places, the same will be transhipped by the Department and excess charges and losses, if any, will be recovered by him.

The successful tenderer should execute a bond on a stamped paper to the Agricultral Inspector, Chitaldrug, binding himself for the above conditions and which may be prescribed by the Department, for the prompt work and good behaviour and that if he fail to carry out Government work satisfactorily his deposit amount will be forfeited to Government.

Charges for items which do not fall under the schedule will be paid at the discretion of the Agricultural Inspector, Chitaldrug, in each individual case and his decision will be final.

Any violation of above conditions will entail the forfeiture of his deposit.
This contract will automatically terminate on the 30th June 1941.

SCHEDULE.

Particulars	Where to be transported					
	Babbur Farm	Hiriyur Depot	Challakere Depot	Jagalur Depot	Chitaldrug Depot	Chitaldrug Railway Station
Cart-hire on miscellaneous articles from Chitaldrug Railway Station						
Do from Depot						
Cart-hire on heavy implements such as Kirloskar No. 9, 15 etc., from Railway Station						
Do from Depot						
Cart-hire on lighter implements such as cultivator, Mysore plough from Railway Station						
Do from Depot						
Charges for taking spare parts of implements such as share, landside, handle, etc., from Railway Station						
Do from Depot						
Charges for taking gunny bundles not completely filled in from Railway Station						
Do from Depot						
Loading charges for a single waggon						
Unloading charges of a single waggon (on consignments received in a separate waggon in which no articles are booked)						

H. VENKOBA RAO,
Assistant Director of Agriculture.

PRIVATE ADVERTISEMENTS.

IN THE COURT OF THE SUBORDINATE JUDGE AT BANGALORE.

131 *Miscellaneous Application No.* 205 *of* 1939-40.

Mrs. Kamala Bai, widow of Mr. B. Govinda Rao, resident of No. 7, Seegebeli, Bangalore City ... *Applicant.*

In the matter of the estate of Mr. B. Govinda Rao, Rattehalli, retired Clerk, Survey Office, residing at No. 7, Seegebeli, Bangalore City ... *Deceased.*

Whereas Mrs. Kamala Bai, widow of Mr. B. Govinda Rao, resident of No. 7, Seegebeli, Bangalore City, applicant, claiming to be the wife and nearest heir of the said Mr. B. Govinda Rao, deceased, has applied to this Court for a certificate under Act VII of 1901, to collect debts payable in respect of the estate of Mr. B. Govinda Rao, deceased, resident of No. 7, Seegebeli, Bangalore City.

Notice is hereby given of the said application and all claimants in the estate of the said Mr. B. Govinda Rao, deceased, are invited to appear in this Court on Friday the 17th day of May 1940, when the petition of the said Mrs. Kamala Bai, applicant, will be heard, and the right to the certificate will be determined.

Given under my hand and the seal of the Court, this 2nd day of April 1940.

---

132 *Miscellaneous Application No.* 210 *of* 1939-40.

Mrs. Subbamma, and four minor children (*a*) Sharadamma, (*b*) Lakshmidevi, (*c*) Savitri, (*d*) Gopalakrishna by guardian Mrs. Subbamma, resident of No. 2, Basavangudi, Bangalore City ... *Applicants.*